Sales Quotation

Quote Number: T-US-412634-C

Quote Date: 7/1/03

SAR 2394O3559

Customer : MICHELLE GLADMON
COUNTY OF FREDERICK MD
FREDERICK COUNTY PUBLIC LIBRARY
FREDERICK MD 21701
Tel / Fax 4107403040 / 4107309495

Sun Roy MacFarland
Sun Microsystems, Inc.
7777 Gateway Blvd, Bldg 12
Newark CA 9456094560
Tel / Fax : 510-574-7928/1-408-957-3720

We are pleased to quote as follows:

Validity Period	Credit Terms	Shipping Terms
3 Days	NET 3O FRM INV DATE	Destination

Item	Product Number	Description	Qty	Unit List Price	Disc	Unit Net Price	Extended Net Price
		MATCHING GRANT PROGRAM ENDS JUNE 21,2003. PLEASE ORDER ON OR BEFORE THAT DATE.					
		SALES REP: Laura Dennis					
		The Matching Grant Program is for a limited time and is only granted for existing or new equipment in laboratory environment.					
		Upon acceptance and confirmation of the final quote, the Award Number will be issued which is good for 15 days from the receipt of authorization.					
		Please Note: You must include the Award Number and Approved Final Quote number on your Purchase Order.					
		Please submit the original request form plus this quote to:MatchingGrant@sun.com in order to complete your Matching Grant process.					
		Due to the extended leadtimes of specific parts, we request that your purchase order state the acceptance of partial shipments.					
		Order Placement - Please FAX a formal Purchase Order to the attention of: Please also reference the Sun Quotation Number located at the top of this form and your Matching Grant approval # on your PO.					
		THIS SUN QUOTATION AND ANY ORDER YOU SUBMIT FOR PRODUCTS OR SERVICES IS SUBJECT TO THE ATTACHED TERMS & CONDITIONS AGREEMENT.					
		Quoted per L.Dennis on your behalf.					
1		Configuration: A30-WSF2-04GRF	1	$34,725.00	N/A	$18,227.50	$18,227.50

YOU MUST READ THE FOLLOWING: THIS SUN QUOTATION AND ANY ORDER YOU SUBMIT FOR PRODUCTS OR SERVICES IS SUBJECT TO: (1) THE TERMS OF ANY EXISTING SALES AGREEMENT YOU HAVE WITH SUN GOVERNING THAT PRODUCT OR SERVICE, OR,IF NONE, BY SUN'S SALES TERMS FOUND AT http://www.sun.com/sales/salesterms, THE GENERAL TERMS OF WHICH ARE EITHER ATTACHED OR ON THE REVERSE SIDE HEREOF, AND (2) APPLICABLE SUN SERVICE LISTINGS AND STATEMENTS OF WORK FOUND AT http://www.sun.com/service/servicelist [(1) AND (2) COLLECTIVELY BEING CALLED "SUN SALES TERMS."]

ALL ORDERS MUST REFERENCE EITHER YOUR SALES AGREEMENT NUMBER OR THIS SALES QUOTATION AND BE IN CONFORMANCE WTIH SUN SALES TERMS. ORDERS ARE SUBJECT TO ACCEPTANCE BY SUN EITHER THROUGH ISSUANCE OF AN ORDER ACKNOWLEDGEMENT OR DELIVERY OF THE PRODUCTS OR SERVICES. THIS QUOTATION REMAINS FIRM FOR THE PERIOD LISTED ABOVE, EXCEPT THAT SUN MAY MODIFY THIS SALES QUOTATION IF THERE IS A TYPOGRAPHICAL ERROR OR THE AVAILABILITY OF PRODUCTS, SERVICES, OR CREDIT CHANGE.

Sales Quotation

Quote Number: T-US-412634-C

Quote Date: 7/1/03

Item	Product Number	Description	Qty	Unit List Price	Disc	Unit Net Price	Extended Net Price
1.1	A30-WSF2-04GRF	Sun Fire V880 Server 2 @ 900 MHz, 4 GB memory, 6 - 73 GB, 1.0", 10,000 RPM, FC-AL disks, DVD, 3 (N+1 redundant) power supplies and redundant cooling fan trays. All memory DIMM slots fully populated. Standard Configuration	1	$32,995.00	50.00%	$16,497.50	$16,497.50
1.1.1	X311L	Localized Power Cord Kit North American/Asian	3	N/C	N/A	N/C	N/C
1.1.2	X6540A	Dual-channel single-ended UltraSCSI host adapter, PCI; includes two 2m SCSI cables	1	$530.00	N/A	$530.00	$530.00
1.2	SG-XTAP4MM-011A	12GB 4mm DDS-3 in a UniPack desktop enclosure. (Standard Configuration)	1	$1,105.00	N/A	$1,105.00	$1,105.00
1.2.1	X311L	Localized Power Cord Kit North American/Asian	1	N/C	N/A	N/C	N/C
1.3	SOLZS-090C9AYM	Solaris 9 System Administrator's media kit (latest release). Contains Multilingual CD & DVD Media & English Installation Documentation, SPARC Platform Edition.	1	$95.00	N/A	$95.00	$95.00
2	X3668AE	PGX32 8&24 Color Frame Buffer, Software on CD, Video adapter cable (Only for PCI systems) For Education Market Only.	1	$95.00	N/A	$95.00	$95.00
3	X7147A	17-inch Flat Display CRT Monitor, 16" diagonal viewable area, 0.24-mm dot pitch, 1280x1024 @ 75/76Hz, captive video cable with HD15-pin connector, Universal Power Supply, DDC1/2B, VESA DPMS, TCO'99, WW agency compliance, Standard version	1	$325.00	N/A	$325.00	$325.00
4	X3538A	Type 6 Country Kit includes keyboard for US Unix/Unix Universal /European Unix layout for systems with USB interface. Power cables, USB mouse, and mouse pads are included.	1	$45.00	N/A	$45.00	$45.00

List Price Total:	$35,190.00

Total:	$18,692.50

Sales Quotation

Quote Number: T-US-412634-C

Quote Date: 7/1/03

THESE ARE THE GENERAL TERMS APPLICABLE TO YOUR ORDER. ADDITIONAL TERMS APPLY TO YOUR ORDER AND CAN BE FOUND AT http://www.sun.com/sales/salesterms/.

1. INTERPRETATION

The purpose of the General Terms is to create a single mechanism under which you and your Affiliated Companies, if any, ("Company") may form purchasing or other Agreements with Sun Microsystems and its Affiliated Companies ("Sun"). In the General Terms:

"Affiliated Company" means, in relation to either party, any entity: (a) which is owned 50% or more by that party; or (b) over which that party exercises management control; or (c) which is under common control with that party; or (d) which owns 50% or more of that party;

"Agreement" means each agreement entered into under the General Terms, comprising the General Terms and an Exhibit executed by Sun and Company referencing the General Terms;

"Confidential Information" means any information disclosed by one party to another under any Agreement which is, prior to or at the time of disclosure, identified in writing as confidential or proprietary;

"Equipment" means the hardware (including components), software media and spare parts listed in the standard product price lists published by Sun from time to time;

"Exhibit" means any exhibit to the General Terms as executed by the parties from time to time;

"IPR" means intellectual property rights, including patents, trademarks, design rights, copyrights, database rights, trade secrets and all rights of an equivalent nature anywhere in the world;

"Products" means Equipment or Software;

"Service Listing" means any offering in Sun's Enterprise Services Service List, which is located at *http://www.sun.com/service/servicelist* (a hard copy of each of which will be made available to

Company on request), together with such other standard service offerings as the parties may agree from time to time;

"Services" means the services described in any Service Listing or SOW;

"Software" means (i) any binary software programs listed in the standard price lists published by Sun from time to time, (ii) any Updates, and (iii) any related user manuals or other documentation;

"SOW" means any statement of work relating to Services;

"Sun Trademarks" means all names, marks, logos, designs, trade dress and other brand designations used by Sun in connection with Products and Services;

"Updates" means subsequent releases and error corrections for Software previously licensed, as listed in the standard price lists published by Sun from time to time.

2. CONFIDENTIAL INFORMATION

2.1 A party receiving Confidential Information ("the Recipient") may use it only for the purposes for which it was provided under the Agreement. Confidential Information may be disclosed only: (i) to employees or contractors obligated to the Recipient under similar confidentiality restrictions and in each case only for the purposes for which it was provided under the relevant Agreement.

2.2 The obligations set out in section 2.1 do not apply to information which: (a) is rightfully obtained by the Recipient without breach of any obligation to maintain its confidentiality; (b) is or becomes known to the public through no act or omission of the Recipient; (c) the Recipient develops independently without using Confidential Information of the other party; or (d) is disclosed in response to a valid court or governmental order, if the Recipient has given the other party prior written notice and provides reasonable assistance so as to afford it the opportunity to object.

3. RESTRICTED ACTIVITIES

3.1 Export laws. Products, Services and technical data delivered by Sun may be subject to US export controls or the trade laws of other countries. Company will comply with all such laws and obtain all licenses to export, re-export or import as may be required after delivery to Company. Company will not export or re-export to entities on the most current U.S. export exclusion lists or to any country subject to U.S. embargo or terrorist controls as specified in the U.S. export laws. Company will not use or provide Products, Services, or technical data for nuclear, missile, or chemical biological weaponry end uses.

3.2 Nuclear applications. Company acknowledges that Products and Services are not designed or intended for use in the design, construction, operation or maintenance of any nuclear facility.

4. SUN TRADEMARKS

4.1 Company may refer to Products and Services by their associated names, provided that such reference is not misleading and complies with Sun's Trademark and Logo Policies, which are located at *http://www.sun.com/policies/trademarks* (and a hard copy of which will be made available to Company on request).

4.2 Company may not remove or alter any Sun Trademarks, nor may it co-logo Products or Services. Company agrees that any use of Sun Trademarks by Company will inure to the sole benefit of Sun.

4.3 Company agrees not to incorporate any Sun Trademarks into Company's trademarks, service marks, company names, Internet addresses, domain names, or any other similar designations.

5. PUBLICITY

5.1 Sun may use Company's name in promotional materials, including press releases, presentations and customer references regarding the sale of Products or Services. These permissions are free of charge for worldwide use in any medium. Sun will obtain Company's prior approval for publicity that contains claims, quotes, endorsements or attributions by Company, such approval not to be unreasonably withheld.

6. INTELLECTUAL PROPERTY CLAIMS

6.1 Each party ("the Indemnifying Party") will defend or settle, at its option and expense, any legal proceeding brought against the other ("the Indemnified Party") to the extent that it is based on a claim that materials (which term includes Products) developed and provided by the Indemnifying Party infringe a third party's patent, trade secret or copyright. The Indemnifying Party will indemnify the Indemnified Party against all damages and costs attributable exclusively to such claim awarded by the court finally determining the case, provided that the Indemnified Party: (a) gives written notice of the claim promptly to the Indemnifying Party; (b) gives the Indemnifying Party sole control of the defense and settlement of the claim; (c) provides to the Indemnifying Party, at the expense of the Indemnifying Party, all available information and assistance; (d) does not compromise or settle such claim; and (e) is not in material breach of any Agreement.

6.2 If such materials or services are found to infringe, or in the reasonable opinion of the Indemnifying Party are likely to be the subject of a claim, the Indemnifying Party will at its option: (a) obtain for the Indemnified Party the right to use such materials; (b) replace or modify the materials so they become non-infringing; or (c) if neither (a) nor (b) is reasonably achievable, remove such materials and refund their net book value.

6.3 Neither party has any obligation to the extent any claim results from: (a) use of materials in combination with any third party equipment, software or data; (b) compliance by the Indemnifying Party with the designs or specifications of the Indemnified Party; (c) modification of materials other than at the direction of the Indemnifying Party; or (d) use of an allegedly infringing version of the materials, if the alleged infringement could have been avoided by the use of a different version made available to the Indemnified Party.

6.4 This section states the entire liability of each party (as Indemnifying Party) and the exclusive remedies of each party (as Indemnified Party) for claims that materials infringe a third party's IPR.

7. WARRANTY

7.1 Sun warrants Products and Services as provided at http://www.sun.com/service/support/warranty (the "Warranty Web Page") (a hard copy of which is available on request).

7.2 EXCEPT AS SPECIFIED IN THE WARRANTY WEB PAGE, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

8. LIMITATION OF LIABILITY

8.1 No limitation on certain categories of liability. Each party acknowledges the full extent of its own liability to the other, arising from: (a) death or personal injury resulting from negligent acts or omissions; (b) breach of any applicable license grant; or (c) claims for non payment; and the non-excludable statutory rights of consumers (for example, under laws providing for strict product liability) are not affected.

8.2 Limitations on other categories of liability. Subject to 7.1 above and to the extent not prohibited by applicable law: (a) each party's maximum aggregate liability for all claims relating to any Agreement, whether for breach of contract, breach of warranty or in tort, including negligence, will be limited to two million US dollars (U.S. $2,000,000); and (b) neither party will be liable for any indirect, punitive, special, incidental or consequential damages in connection with or arising out of the General Terms or any Agreement (including, without limitation, loss of business, revenue, profits, goodwill, use, data, electronically transmitted orders, or other economic advantage), however they arise, whether in breach of contract, breach of warranty or in tort, including negligence, and even if that party has previously been advised of the possibility of such damages.

8.3 Failure of essential purpose. Liability for damages will be limited and excluded, even

If any exclusive remedy provided for in the Agreement fails of its essential purpose.

9. TERMINATION AND EXPIRATION

9.1 Termination for cause. Either party may terminate the General Terms or any Exhibit immediately by written notice: (a) if the other party commits a non-remediable material breach of the General Terms or Exhibit (as the case may be); or (b) if the other party fails to cure any remediable material breach within thirty (30) days of being notified in writing of such breach.

9.2 Termination without cause. (a) Either party may terminate the General Terms immediately by written notice if no Exhibit is in effect. (b) Either party may terminate any Exhibit at any time upon expiration of ninety (90) days' written notice.

9.3 Actions following termination or expiration. On termination or expiration of the General Terms (for whatever reason), all Exhibits shall automatically terminate with immediate effect. Following termination or expiration of an Exhibit (for whatever reason), each party will deliver to the other any property of the other in its possession or control relating to that Exhibit, in good condition, reasonable wear and tear excepted.

9.4 Effect of termination. Neither party will be liable for any damages arising out of the termination or expiration of the General Terms or any Exhibit, provided that such termination or expiration will not affect any right to recover: (a) damages sustained by reason of material breach; or (b) any payments which may be owing in respect of any Agreement.

10. ASSIGNMENT AND SUBCONTRACTING

10.1 Neither party may assign or otherwise transfer any of its rights or obligations under the General Terms or any Exhibit without the prior written consent of the other party, which consent will not be unreasonably withheld, except that: (a) both parties may assign their right to receive payment; and (b) Sun may use subcontractors in the performance of its obligations, in which case Sun will remain responsible for the performance by such sub-contractors.

11. **DISPUTE RESOLUTION.** The parties will use reasonable efforts to resolve any dispute arising out of the General Terms or any Exhibit through a meeting of appropriate managers from each party. If the parties are unable to resolve the dispute, either party may escalate the dispute to its executives. If an executive level meeting fails to resolve the dispute within thirty (30) days after escalation, either party may seek any available legal relief. This provision will not affect either party's right to seek injunctive or other provisional relief at any time.

12. **GENERAL.** All disputes will be governed by the laws of the State of California The venue for litigation will be the appropriate courts located in the County of Santa Clara. Choice of law rules of any jurisdiction and the United Nations Convention on Contracts for the International Sale of Goods will not apply to any dispute under the Agreement. Force majeure. A party is not liable under any Agreement for non-performance caused by events or conditions beyond that party's reasonable control, if the party makes reasonable efforts to perform. This provision does not relieve either party of its obligation to make payments then owing. Notices. All written notices required by the General Terms or any Exhibit must be delivered in person or by means evidenced by a delivery receipt or acknowledgment and will be effective upon receipt. Notices communicated by electronic mail or facsimile will be deemed to be written. Relationship. Neither the General Terms nor any Agreement is intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor. Invalidity. If any provision of the General Terms or any Agreement is held invalid by any law or regulation of any government or by any court or arbitrator, such invalidity will not affect the enforceability of other provisions. Survival. Rights and obligations under the General Terms and any Exhibit which by their nature should survive, will remain in effect after termination or expiration of the General Terms or the relevant Exhibit. No waiver. Any express waiver or failure to exercise promptly any right under the General Terms or any Exhibit will not create a continuing waiver or any expectation of non-enforcement. Modification. No modification to the General Terms or any Exhibit will be binding, unless in writing and manually signed by an authorized representative of each party. Entire agreement. Each Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms contained in any quote, purchase order, acknowledgment, or other communication between the parties relating to its subject matter during its term.

Purchase Order

Frederick County Commissioners

PURCHASING
WINCHESTER HALL, FIRST FLOOR
12 EAST CHURCH STREET
FREDERICK MD 21701
UNITED STATES OF AMERICA

Purchase Order	Date	Revision	Page
FCG01- 0000086770	07/29/2003		1
Payment Terms	Freight Terms		Ship Via
Net 30	Destination		BESTWAY
Rqstr: Brennan, Pat		Currency Code:	USD

Vendor: 0000020708
SUN MICROSYSTEMS INC
7777 GATEWAY BLVD BLDG 12
NEWARK CA 9456094560
UNITED STATES OF AMERICA
Fax: 14089573720

Ship To: FREDERICK CO PUBLIC LIBRARIES
110 EAST PATRICK STREET
FREDERICK MD 21701
UNITED STATES OF AMERICA
301-694-1630

Bill To: FREDERICK CO PUBLIC LIBRARIES
110 EAST PATRICK STREET
FREDERICK MD 21701
UNITED STATES OF AMERICA

Tax Exempt? Y Tax Exempt ID: 300118.5

Line-Schd	Item	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1		A30-WSF2-04GRF SUN FIRE V880 SERVER - PRICE INCLUDES X311L POWER CORD KIT	1.00	EA	16,497.00	16,497.00	07/23/2003
					Schedule Total	16,497.00	
NIGP	2041650400						
					Item Total	16,497.00	
2 - 1		X6540A SCSI HOST ADAPTER	1.00	EA	530.00	530.00	07/23/2003
					Schedule Total	530.00	
NIGP	2041650400						
					Item Total	530.00	
3 - 1		SG-XTAP4MM-011A DDS-3 DRIVE W/ POWER CORD	1.00	EA	1,105.00	1,105.00	07/23/2003
					Schedule Total	1,105.00	
NIGP	2041650400						
					Item Total	1,105.00	
4 - 1		SOLZS-090C9AYM SOLARIS 9 ADMINISTRATOR'S KIT	1.00	EA	95.00	95.00	07/23/2003
					Schedule Total	95.00	
NIGP	2041650400						
					Item Total	95.00	
5 - 1		X3668AE PGX32 COLOR FRAME BUFFER	1.00	EA	95.00	95.00	07/23/2003
					Schedule Total	95.00	
NIGP	2041650400						
					Item Total	95.00	
6 - 1		X7147A 17-INCH FLAT PANEL MONITOR	1.00	EA	325.00	325.00	07/23/2003
					Schedule Total	325.00	
NIGP	2041650400						
					Item Total	325.00	
7 - 1		X3538A KEYBOARD	1.00	EA	45.00	45.00	07/23/2003
					Schedule Total	45.00	
NIGP	2041650400						
					Item Total	45.00	
8 - 1		SHIPPING & INSIDE DELIVERY	188.00	EA	1.00	188.00	07/23/2003
					Schedule Total	188.00	
NIGP	2041650400						

Send to Vendor

Authorized Signature

Sun microsystems
Federal ID #94-2805249

SOLD TO COUNTY OF FREDERICK

SHIP TO
FREDERICK COUNTY LIBRARY
110 E PATRICK ST
FREDERICK, MD 21701

Copy send to Bill Kessler

0329AM033E

SALES ORDER ACKNOWLEDGEMENT

ORDER DATE	PAGE
05-AUG-03	1 of 2
F.O.B. DESTINATIO	TAXABLE
FREIGHT CHARGES PREPAID	
METHOD OF SHIPMENT A STANDARD GROUN	

ACKNOWLEDGEMENT TO
COUNTY OF FREDERICK
FREDERIC COUNTY COMMISSIONERS
WINCHESTER HALL 1ST FL
12 E CHURCH ST
FREDERICK, MD 21701-5437

BILL TO
COUNTY OF FREDERICK
Attn: PAT BRENNAN,
FREDERIC COUNTY COMMISSIONERS
WINCHESTER HALL 1ST FL
12 E CHURCH ST
FREDERICK, MD 21701-5437

FOR ADDITIONAL INFORMATION,
PLEASE CONTACT YOUR PERSONAL
CUSTOMER SERVICE REPRESENTATIVE
PANIS, CHARLES,

SALES ORDER NUMBER	PURCHASE ORDER NUMBER	CONTRACT NUMBER	TERMS
2534650	FCG01-0000086770	NO AGREEMENT AR-7660-Edu	NET 30

LINE ITEM	CLIN	PRODUCT NUMBER	DESCRIPTION	ORDER QTY.	BK. ORD. QTY.	PLANNED SHIP DATE	UNIT PRICE	EXTENSION
1		A30-WSF2-04GRF	SFV880 2@900 MHz,4GB, 6-73 GB	1	1	28-AUG-03	16497.50	16497.50
2		X311L	NORTH AMERICAN/ASIA PWR CRD KT	3	3	28-AUG-03	0.00	0.00
3		X6540A	OPT INT PCI ULTRASCSI SE CARD	1	1	28-AUG-03	530.00	530.00
4		SG-XTAP4MM-011A	TAPE 12GB 4MM DDS-3 UNIPACK	1	1	28-AUG-03	1105.00	1105.00
5		X311L	NORTH AMERICAN/ASIA PWR CRD KT	1	1	28-AUG-03	0.00	0.00
6		SOLZS-090C9AYM	S9 SA ML Kit, SP, w/ Eng. Docs	1	1	28-AUG-03	95.00	95.00
7		X3769A	Sun(tm) XVR-100 Graphics	1	1	28-AUG-03	95.00	95.00
8		X7147A	17" Flat CRT Monitor	1	1	28-AUG-03	325.00	325.00

This order is subject to: (1) the terms of any existing sales agreement you have with Sun governing the product or service, or, if none, by Sun's sales terms found at http://www.sun.com/sales/salesterms, the General Terms of which are either attached or on the reverse side hereof, and (2) applicable Sun service listings and statements of work found at http://www.sun.com/service/servicelist [(1) and (2) collectively being called 'Sun Sales Terms']. Sun objects and will not be bound by any additional terms which you may submit in a purchase order or other purchase documentation.

Sun microsystems
Federal ID #94-2805249

SOLD TO COUNTY OF FREDERICK

SHIP TO
FREDERICK COUNTY LIBRARY
110 E PATRICK ST
FREDERICK, MD 21701

SALES ORDER ACKNOWLEDGEMENT

ORDER DATE	PAGE
05-AUG-03	2 of 2
F.O.B.	TAXABLE
DESTINATIO	
FREIGHT CHARGES	
PREPAID	
METHOD OF SHIPMENT	
A STANDARD GROUN	

ACKNOWLEDGEMENT TO
COUNTY OF FREDERICK
FREDERIC COUNTY COMMISSIONERS
WINCHESTER HALL 1ST FL
12 E CHURCH ST
FREDERICK, MD 21701-5437

BILL TO
COUNTY OF FREDERICK
Attn: PAT BRENNAN,
FREDERIC COUNTY COMMISSIONERS
WINCHESTER HALL 1ST FL
12 E CHURCH ST
FREDERICK, MD 21701-5437

FOR ADDITIONAL INFORMATION,
PLEASE CONTACT YOUR PERSONAL
CUSTOMER SERVICE REPRESENTATIVE
PANIS, CHARLES,

SALES ORDER NUMBER	PURCHASE ORDER NUMBER	CONTRACT NUMBER	TERMS
2534650	FCG01-0000086770	NO AGREEMENT	NET 30

LINE ITEM	CLIN	PRODUCT NUMBER	DESCRIPTION	ORDER QTY.	BK. ORD. QTY.	PLANNED SHIP DATE	UNIT PRICE	EXTENSION
9		X3538A	US UNIX/UNIX UNIV./EUR.UNIX	1	1	28-AUG-03	45.00	45.00
		FREIGHTLINE	FREIGHTLINE Item for Taxes	1	1		187.50	187.50
			THIS SALES ORDER ACKNOWLEDGEMENT ACTS AS A CONFIRMATION OF PURCHASE ORDER RECEIPT. SCHEDULE DATES ARE SUBJECT TO CHANGE.					
			ATTN: PO# FCG01-0000086770					
			BUYER: PAT BRENNAN					
							SUBTOTAL	18,880.00

This order is subject to: (1) the terms of any existing sales agreement you have with Sun governing the product or service, or, if none, by Sun's sales terms found at http://www.sun.com/sales/salesterms, the General Terms of which are attached or on the reverse side hereof, and (2) applicable Sun service listings and statements of work found at http://www.sun.com/service/servicelist [(1) and (2) collectively being called 'Sun Sales Terms']. Sun objects and will not be bound by any additional terms which you may submit in a purchase order or other purchase documentation.

THESE ARE THE GENERAL TERMS APPLICABLE TO YOUR ORDER. ADDITIONAL TERMS APPLY TO YOUR ORDER AND CAN BE FOUND AT http://www.sun.com/sales/salesterms.

1. INTERPRETATION

The purpose of the General Terms is to create a single mesh between you and your Affiliated Companies, if any, ("Company") on the one hand, and Sun Microsystems and its Affiliated Companies ("Sun"), on the other hand.

"Affiliated Company" means, in relation to either party, any entity: (a) which is owned 50% or more by that party, or (b) over which that party exercises management control, or (c) which is under common control with that party, or (d) which owns 50% or more of that party.

"Agreement" means each agreement entered into under the General Terms, comprising the General Terms and each Order executed by Sun and Company referencing the General Terms.

"Confidential Information" means any information disclosed by one party to another under any Agreement which is, prior to or at the time of disclosure, identified in writing as confidential or proprietary.

"Equipment" means the hardware (including components), software, media and spare parts listed in the standard price lists published by Sun from time to time.

"Fee(s)" means any or all fees for the General Terms as described in the parties' Order(s) from time to time.

"IPR" means intellectual property rights, including patents, trademarks, design rights, copyrights, database rights, trade secrets and all rights of an equivalent nature anywhere in the world.

"Product(s)" means Equipment or Software.

"Service Listing" means any offering in Sun's Enterprise Services Service List, which is located at *http://www.sun.com/service/servicelist* (or a hard copy of such list will be made available to Company on request), together with such other standard service offerings as the parties may agree from time to time.

"Services" means the services described in any Sun Order or SOW.

"Software" means: (i) any of the software programs listed in the standard price lists published by Sun from time to time, (ii) any Updates, and (iii) any related user manuals or other documentation.

"SOW" means any statement of work related to Services.

"Sun Trademarks" means all names, marks, logos, designs, body shapes and other brand designations used by Sun in connection with Products and Services.

"Updates" means subsequent releases and minor corrections for Software previously licensed, as listed in the standard price lists published by Sun from time to time.

2. CONFIDENTIAL INFORMATION

2.1 A party receiving Confidential Information (the "Recipient") may use it only for the purposes for which it was provided under the Agreement. Confidential Information may be disclosed only to employees or contractors who: (a) have a need to know such information for the relevant Agreement; and (b) have signed a written confidentiality undertaking in favor of the Recipient not materially less protective of the Confidential Information than the terms of this Section 2. In each case, only for the purposes for which it was provided, and under the relevant Agreement.

2.2 The obligations set out in section 2.1 do not apply to information which: (a) is rightfully obtained by the Recipient without breach of any obligation owed to the Confidential Party; (b) is or becomes known to the public through no act or omission of the Recipient; (c) the Recipient develops independently without using Confidential Information of the other party; or (d) is disclosed in response to a valid court or governmental order, if the Recipient has given the other party prior written notice and provides reasonable assistance so as to afford it the opportunity to object.

3. RESTRICTED ACTIVITIES

3.1 Export laws. Products, Services and technical data delivered by Sun may be subject to US export controls or the trade laws of other countries. Company will comply with all such laws and obtain all licenses to export or import as may be required after delivery to Company. Company will not export or re-export to nationals or the armed forces of U.S. export control lists or to any country subject to U.S. embargo or terrorist controls as specified in the U.S. export laws. Company will not use or provide Products, Services, or technical data for nuclear, missile, or chemical/biological weaponry end uses.

3.2 No fault-applications. Company acknowledges that Products and Services are not designed or intended for use in the design, construction, operation or maintenance of any nuclear facility.

4. SUN TRADEMARKS

4.1 Company may refer to Products and Services by Sun's associated names, provided that such reference is not misleading and complies with Sun's Trademark and Logo Policies, which are located at *http://www.sun.com/policies/trademarks* (and a hard copy of which will be made available to Company on request).

4.2 Company may not remove or alter any Sun Trademarks, nor may it use Sun Trademarks or Services. Company agrees that any use of Sun Trademarks by Company will inure to the sole benefit of Sun.

4.3 Company agrees not to incorporate any Sun Trademarks into Company's trademarks, service marks, company names, Internet addresses, domain names, or any other similar designations.

5. PUBLICITY

5.1 Sun may use Company's name or general nature of business, in lists, press releases, presentations and customer references regarding the sale of Products or Services. These permissions are free of charge for worldwide use in any medium. Sun will obtain Company's prior approval for publicity that contains claims, quotes, endorsements or affiliations by Company, such approval not to be unreasonably withheld.

6. INTELLECTUAL PROPERTY CLAIMS

6.1 Each party (the "Indemnifying Party") will defend or settle, at its option and expense, any legal proceeding brought against the other (the "Indemnified Party") to the extent that it is based on a claim that Products (or any part of them) or Services provided and provided by the Indemnifying Party infringe a third party's patent, trade secret or copyright. The Indemnifying Party will indemnify the Indemnified Party against all damages and costs (attorneys' fees) finally awarded by the court (or agreed in settlement) to the extent provided that the Indemnified Party: (a) gives written notice of the claim promptly to the Indemnifying Party; (b) gives the Indemnifying Party sole control of the defense and settlement of the claim; (c) provides to the Indemnifying Party, at the expense of the Indemnifying Party, all available information and assistance; (d) does not compromise or settle such claim; and (e) is not in material breach of any Agreement.

6.2 If such claims or services are found to infringe, or in the reasonable opinion of the Indemnifying Party are likely to be the subject of a claim, the Indemnifying Party will at its option: (a) obtain for the Indemnified Party the right to use such materials; (b) replace or modify the materials so they become non-infringing; or (c) if neither (a) nor (b) is reasonably available, remove such materials and refund the Fees paid for them.

6.3 Neither party has any obligation to the extent any claim is based upon: (a) use of materials in combination with any third party equipment, software or data; (b) compliance by the Indemnifying Party with the designs or specifications of the Indemnified Party; (c) modification of materials other than at the direction of the Indemnifying Party; or (d) use of an allegedly infringing version of the materials, if the allegedly infringement could have been avoided by the use of a non-infringing version made available to the Indemnified Party.

6.4 This section states the entire liability of each party (as Indemnifying Party) and the exclusive remedies of each party (as Indemnified Party) for claims that Products infringe a third party's IPR.

7. WARRANTY

7.1 Sun warrants Products and Services as provided at http://www.sun.com/service/servicelist (currently the "Warranty Web Page") (a hard copy of which will be made available to Company on request).

7.2 EXCEPT AS SPECIFIED IN THE WARRANTY WEB PAGE, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

8. LIMITATION OF LIABILITY

8.1 No limitation on certain categories of liability. Each party's boilerplate limitation of its own liability to the other, arising from: (a) death or personal injury arising from negligent acts or omissions; (b) breach of any applicable terms implied; or (c) claims for non-payment (and for non-payment of) the statutory rights of customers (for example, under Lemon Laws pertaining to sale of goods) are not affected.

8.2 No liability for other categories of liability. Subject to 8.1 above, and to the extent not prohibited by applicable law, (a) each party's maximum aggregate liability for all claims relating to any Agreement, whether for breach of contract, breach of warranty or tort (including negligence), will be limited to [one million US dollars (U.S. $1,000,000)], in the case of performance Fees, to the amount paid by Company for products under (1) months for the period immediately preceding the event giving rise to the claim, up to a maximum of [ten million US dollars] and (b) neither party will be liable for any indirect, punitive, special, incidental or consequential damages or losses arising from either party's use of the General Terms or any Agreement (including, without limitation, loss of business, revenue, profits, goodwill, use, data, or other economic advantage), however they arise, whether in breach of contract, breach of warranty or tort (including negligence), even if each party has previously been advised of the possibility of such damages.

8.3 Failure of essential purpose. Nothing in clauses 8.1 or 8.2 above will limit or exclude any liability not permitted to be limited by the Agreement if it fails its essential purpose.

9. TERMINATION AND EXPIRATION

9.1 Termination for cause. Either party may terminate the General Terms or any Order for material breach by written notice: (a) if the other party commits a material breach of the General Terms or Order (as the case may be); or (b) if the other party fails to remedy a material breach within thirty (30) days of being notified in writing of such breach.

9.2 Termination without cause. (a) Either party may terminate the General Terms (and all Orders) by written notice if no Order is in effect; (b) either party may terminate any Order at any time upon expiration of ninety (90) days' written notice.

9.3 Actions following termination or expiration. On termination or expiration of the General Terms (for whatever reason), all Orders shall automatically terminate with immediate effect. Following termination or expiration of an Order (for whatever reason), each party will return to the other any property of the other party in possession or control relating to that Order, in good condition, reasonable wear and tear excepted.

9.4 Effect of termination. Neither party will be liable to any other party arising out of the termination or expiration of the General Terms or any Order, provided that such termination or expiration will not affect any right to receive: (a) damages or sums owed by reason of any breach or (b) any payments which may be owing at the time of any Agreement.

10. ASSIGNMENT AND SUBCONTRACTING

10.1 Neither party may assign or otherwise transfer any of its rights or obligations under the General Terms or any Order without the prior written consent of the other party, which consent will not be unreasonably withheld, except that: (a) both parties may assign their right to receive payment; and (b) Sun may use subcontractors in the performance of its obligations, in which case Sun will remain responsible for the performance of any subcontractors.

11. DISPUTE RESOLUTION. Each party will use its reasonable efforts to resolve any dispute arising out of the General Terms or any Order through amicable negotiations between appropriate representatives of each party. If the parties are unable to resolve the dispute, either party may escalate the dispute to their executives, if appropriate, by providing the other party with written notice of the dispute. Within thirty (30) days after receipt of that notice, either party may seek any available legal relief. Either party's failure to exercise or delay in exercising any right or remedy will not constitute a waiver of that right or remedy. If a provision is held unenforceable, it will be enforced to the maximum extent permitted by law and the other provisions will remain in full force and effect.

12. GENERAL. All disputes will be governed by the laws of the State of California (U.S.A.) and will be resolved in the courts located in the County of Santa Clara, California. The courts of Paris will have jurisdiction for disputes relating to Products for the Islamic Republic of Iran. The United Nations Convention on Contracts for the International Sale of Goods will not apply to any of the transactions under the General Terms or any Agreement. A party is not liable for any failure to perform its obligations if such failure is caused by events or conditions beyond that party's reasonable control, if that party makes reasonable efforts to perform. This provision does not excuse either party of its obligations to make payments that are due. Notices: All notices required by the General Terms or any Order must be delivered in writing by means of a courier service that requires confirmation of receipt or by certified or registered mail, postage prepaid and return receipt requested. Notices must be addressed to the attention of the relevant party's Contract Administrator at the relevant address specified in the Order, or to such other address as may be specified by either party to the other in accordance with this section. Such notice will be deemed to have been received at the time of actual delivery or, in the case of courier, at the time of first attempted delivery or, in the case of certified or registered mail, five days after mailing. Relationship. Neither the General Terms nor any Agreement is intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor. Entire agreement. The General Terms and any Order constitute the entire agreement between the parties with respect to the subject matter hereof. They supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to their subject matter. Any term or condition appearing on a purchase order or similar document submitted by Company is void. Modification. No modification to the General Terms or any Order will be binding, unless in writing and manually signed by an authorized representative of each party. Export control. Each Agreement is subject to all applicable export laws and regulations. Company will not export, re-export, transfer or use any Products, Services or technical data (including information) except in full compliance with all applicable export laws and regulations. Company will not export, re-export, transfer or use any Products, Services or technical data (including information) to any country subject to an embargo or terrorist control by the United States, including those countries currently designated in Country Group E:1 of the U.S. Export Administration Regulations. Company will not use or allow the use of Products, Services or technical data for nuclear, chemical or biological weapons proliferation, or for any purpose prohibited by the export laws of the United States. Company will not export, re-export, transfer or use any Products, Services or technical data to any person or entity listed on the U.S. Department of Treasury Specially Designated Nationals List, the U.S. Department of Commerce Table of Denial Orders, the U.S. Department of Commerce Entity List, or any similar U.S. government list. Force majeure. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including acts of God, strikes, lockouts, riots, acts of war, epidemics, communication line failures, and power failures. Any delay resulting from any of such causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonably necessary. Compliance with laws. Each party will comply with all laws applicable to the actions contemplated by the General Terms or any Agreement. Each party will maintain all necessary licenses, permits, approvals and consents. Each party will comply with all applicable laws and regulations in connection with its performance of its obligations under the General Terms or any Agreement, including all laws regarding boycotts, bribery and corruption. Each party will indemnify the other against all costs, damages, fines, penalties, taxes, charges and interest arising out of any third party claim relating to any breach of such laws or regulations by the indemnifying party, its employees or agents. Neither party will be liable to the other for failure to perform any of its obligations under the General Terms or any Agreement during any period in which such party is prevented from doing so by any cause beyond its reasonable control, including fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes, lockouts or labor difficulties, or epidemics. Any such excused party will be required to use commercially reasonable efforts to avoid or remove the cause of nonperformance and will continue performance with reasonable dispatch whenever such causes are removed or ceased. Either party may terminate the General Terms or any Order if any force majeure event affecting the other party continues for a period of more than thirty (30) days. Assignment. Neither party may assign the General Terms or any Order without the prior written consent of the other party, except that either party may assign the General Terms and all Orders to a successor pursuant to a merger or consolidation or to the purchaser of all or substantially all of such party's assets. Any purported assignment in violation of the preceding sentence is void. Subcontracting. Sun may subcontract any of its obligations under the General Terms or any Order, but will remain responsible for the performance of its obligations hereunder. Waiver. No waiver of any breach of the General Terms or any Order will be a waiver of any other breach, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party. Severability. If any provision of the General Terms or any Order is held to be unenforceable, the General Terms or Order will be construed so as to give effect to the intent manifested by the provision held unenforceable. All provisions will survive to the fullest extent necessary to give effect to the rights and obligations of the parties set forth in the General Terms or any Order.

THESE ARE THE GENERAL TERMS APPLICABLE TO YOUR ORDER. ADDITIONAL TERMS APPLY TO YOUR ORDER AND CAN BE FOUND AT http://www.sun.com/sales/salesterms.

1. INTERPRETATION

The purpose of the General Terms is to create a single master document under which you and your Affiliated Companies, if any, ("Company") may purchase (including via other Agreements with Sun Microsystems and its Affiliated Companies ("Sun")) for the General Terms:

"Affiliated Company" means, in relation to either party, any entity: (a) which is owned 50% or more by that party, or (b) over which that party exercises management control; or (c) which is under common control with that party, or (d) with fourteen 50% or more of that party.

"Agreement" means each agreement entered into under the General Terms, comprising the General Terms and any Order executed by Sun and Company referencing the General Terms;

"Confidential Information" means any information disclosed by one party to another under any Agreement which is, prior to or at the time of disclosure, identified in writing as confidential or proprietary;

"Equipment" means the hardware (including components), software and associated parts listed in the standard price lists published by Sun from time to time;

"Order" means any order for the General Terms as executed by the parties from time to time;

"IPR" means intellectual property rights, including patents, trademarks, design rights, copyrights, database rights, trade secrets and all rights of an equivalent nature anywhere in the world;

"Products" means Equipment or Software;

"Service Listing" means any offering in Sun's Enterprise Services Service List, which is located at *http://www.sun.com/service/serviceslist* (or copy of such list will be made available to Company on request), together with such other standard service offerings as the parties may agree from time to time;

"Services" means the services described in any Service Listing or SOW;

"Software" means (i) any library software programs listed in the standard price lists published by Sun from time to time, (ii) any Updates, and (iii) any Embedded or open source software;

"SOW" means any Statement of Work relating to Services;

"Sun Trademarks" means all names, marks, logos, designs, trade dress and other brand designations used by Sun in connection with Products and Services;

"Updates" means subsequent releases and corrections for Software previously licensed, as listed in the standard price lists published by Sun from time to time.

2. CONFIDENTIAL INFORMATION

2.1 A party receiving Confidential Information (the "Recipient") may use it only for the purposes for which it was provided under the Agreement. Confidential Information may be disclosed only to employees or contractors of the Recipient under Sun's confidentiality restrictions and in each case only for the purposes for which it was provided under the relevant Agreement.

2.2 The obligations set out in section 2.1 do not apply to information which: (a) is rightfully obtained by the Recipient without knowledge of any duty of confidentiality; (b) is or becomes known to the public through no act or omission of the Recipient; (c) the Recipient develops independently without using Confidential Information of the other party; or (d) is disclosed in response to a valid court or governmental order, if the Recipient has given the other party prior written notice and provides reasonable assistance so as to afford it the opportunity to object.

3. RESTRICTED ACTIVITIES

3.1 Export bans. Products, Services and technical data delivered by Sun may be subject to US export controls or the trade laws of other countries. Company will comply with all such laws and obtain all licenses to export, re-export or import as may be required after delivery to Company. Company will not export or re-export to entities on the most current U.S. export restricted lists or to any country subject to U.S. embargo or terrorist controls as specified in the U.S. export laws. Company will not use or provide Products, Services, or technical data for nuclear, missile, or chemical biological weaponry end uses.

3.2 Nuclear applications. Company acknowledges that Products and Services are not designed or intended for use in the design, construction, operation or maintenance of any nuclear facility.

4. SUN TRADEMARKS

4.1 Company may refer to Products and Services by their associated names, provided that such reference is not misleading and complies with Sun's Trademark and Logo Policies, which are located at *http://www.sun.com/policies/trademarks* (and a hard copy of which will be made available to Company on request).

4.2 Company may not remove or alter any Sun Trademarks, nor may it co-brand Products or Services. Company agrees that any use of Sun Trademarks by Company will inure to the sole benefit of Sun.

4.3 Company agrees not to incorporate any Sun Trademarks into Company's trademarks, service marks, company names, Internet addresses, domain names, or any other similar designations.

5. PUBLICITY

5.1 Sun may use Company's name in promotional materials, including press releases, presentations and customer references required by Sun's sale of Products or Services. These permissions are free of charge for worldwide use in any medium. Sun will obtain Company's prior approval for publicity that contains claims, quotes, endorsements or attributions by Company, such approval not to be unreasonably withheld.

6. INTELLECTUAL PROPERTY CLAIMS

6.1 Each party (the "Indemnifying Party") will defend or settle, at its option and expense, any legal proceeding brought against the other (the "Indemnified Party") to the extent that it is based on a claim that Products (which term includes Products) developed and provided by the Indemnifying Party infringe a third party's patent, trade secret or copyright. The Indemnifying Party will indemnify the Indemnified Party against all damages and costs attributable to such claim awarded by the court finally determining the claim, provided that the Indemnified Party: (a) gives written notice of the claim promptly to the Indemnifying Party; (b) gives the Indemnifying Party sole control of the defense and settlement of the claim; (c) provides to the Indemnifying Party, at the expense of the Indemnifying Party, all available information and assistance; (d) does not compromise or settle such claim; and (e) is not in material breach of any Agreement.

6.2 If such materials or services are found to infringe, or in the reasonable opinion of the Indemnifying Party are likely to be the subject of a claim, the Indemnifying Party will at its option: (a) obtain for the Indemnified Party the right to use such materials; (b) replace or modify the materials so they become non-infringing; or (c) if neither (a) nor (b) is reasonably available, remove such materials and refund the purchase price.

6.3 Neither party has any obligation to the extent any claim results from: (a) use of materials in combination with any third party equipment, software or data; (b) compliance by the Indemnifying Party with the designs or specifications of the Indemnified Party; (c) modification of materials other than at the direction of the Indemnifying Party; or (d) use of an allegedly infringing version of the materials, if the alleged infringement could have been avoided by the use of a released version made available to the Indemnified Party.

6.4 This section lists the entire liability of each party (as Indemnifying Party) and the exclusive remedies of each party (as Indemnified Party) for claims that the other's IPR has been infringed.

7. WARRANTY

7.1 Sun warrants Products and Services as provided at http://www.sun.com/service/sunps/terms/ (the "Warranty Web Page") (a hard copy of which will be made available on request).

7.2 EXCEPT AS SPECIFIED IN THE WARRANTY WEB PAGE, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

8. LIMITATION OF LIABILITY

8.1 Exclusion of certain categories of liability. Each party's total aggregate liability for the total term of its Order for the other, arising from: (a) death or personal injury resulting from negligence or omissions; (b) breach of any rights of the other party; or (c) failure to pay amounts due under the Agreement, but for any unlimited statutory rights of consumers (for example, under laws providing for strict product liability) cannot be limited.

8.2 Limitation on other categories of liability. Subject to 8.1 above and to the extent not prohibited by applicable law, (a) each party's maximum aggregate liability for all claims relating to any Agreement whether for breach of contract, breach of warranty or in tort (including negligence, etc.) for United States dollars (U.S. $20,000.00), or, in the case of purchases, for the amount paid by the other party during the previous twelve (12) months for the products or services that is the subject matter of the claim up to a maximum of One Million US dollars; and (b) neither party will be liable for any indirect, special, incidental or consequential damages in connection with or arising out of the General Terms or any Agreement including, without limitation, loss of business, revenue, profits, goodwill, use, data, electronically transmitted orders, or other economic advantage). However, this clause, whether in breach of contract, breach of warranty or in tort (including negligence), will not limit either party's responsibility for the possibility of such damages.

8.3 Failure of essential purpose. Each party's liability for damages set out in this section shall survive the failure of any exclusive remedy provided for in the Agreement for so long as such failure has the effect of depriving the other party of the substantial benefit of its bargain.

9. TERMINATION AND EXPIRATION

9.1 Termination for cause. Either party may terminate the General Terms or any Order(s) then outstanding by written notice: (a) if the other party commits a material breach of the General Terms or Order(s) (as the case may be), or (b) if the other party fails to cure any monetary breach within thirty (30) days of being notified in writing of such breach.

9.2 Termination without cause. (a) Either party may terminate the General Terms (but not any Order) by written notice if no Order is in effect; (b) either party may terminate any Order at any time upon expiration of ninety (90) days' written notice.

9.3 Actions following termination or expiration. On termination or expiration of the General Terms (for whatever reason), all Orders shall automatically terminate with immediate effect. Following termination or expiration of an Order (for whatever reason), each party will cease to use the other party's property or Confidential Information and will return, destroy or erase (at the other party's option), subject to applicable law, such property and Confidential Information, save that Products and Services are not returnable once delivered and accepted.

9.4 Effect of termination. Neither party will be liable for any damages arising out of the lawful termination or expiration of the General Terms or any Order, provided that such termination or expiration will not affect any right or remedy: (a) of any person which has accrued before the date of such termination or expiration; or (b) which is expressed to survive termination or expiration of any Agreement.

10. ASSIGNMENT AND SUBCONTRACTING

10.1 Neither party may assign or otherwise transfer any of its rights or delegate any of its obligations under the General Terms or any Order without the prior written consent of the other party, which consent will not be unreasonably withheld, except that: (a) either party may assign such right to receive payment; and (b) Sun may use subcontractors in the performance of its obligations, in which case Sun will remain responsible for the performance of any subcontractors.

11. DISPUTE RESOLUTION. If a problem arises between the parties in connection with the subject matter of the General Terms or any Order, without the prior written consent of the other party, which consent will not be unreasonably withheld, except that: (a) both parties may assign such right to receive payment; and (b) Sun may use subcontractors in the performance of its obligations, in which case Sun will remain responsible for the performance of any subcontractors.

12. GENERAL. All disputes will be governed by the Laws of the State of California (excluding its conflict of law principles) and the parties hereby submit to the exclusive jurisdiction of the courts of San Francisco County, California. The United Nations Convention on Contracts for the International Sale of Goods will not apply to any dispute under the Agreement. Each party will be liable only for its own performance under the Agreement and will not be responsible for any failure to perform due to causes beyond its reasonable control (including acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation, facilities, fuel, energy, labor or materials). Each party will comply with all applicable laws and regulations in connection with its performance under the Agreement. Failure to enforce any provision of the Agreement will not constitute a waiver. If any provision of the Agreement is found partially or wholly unenforceable, the remaining provisions will remain in full force and effect. Neither party will be bound by, and specifically objects to, any term, condition or other provision which is different from or in addition to the provisions of the Agreement (whether or not it would materially alter the Agreement) and which is proffered by the other party in any correspondence or other document, unless the objecting party has agreed in writing to be bound by it. The Agreement is the complete agreement between the parties with respect to the subject matter hereof, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. Each party acknowledges that in entering into the Agreement it does not rely on, and will have no remedy in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Nothing in this clause will limit or exclude any liability for fraud. The Agreement does not confer any third party beneficiary rights. It is expressly agreed that the terms of the Agreement and any Uniform Commercial Code, Uniform Computer Information Transactions Act, or similar terms, will not apply to the Agreement. Sun is not bound by any content on Company's purchase order, acknowledgment, or other form notwithstanding any term to the contrary.